The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiate for **Athletics Graphics Design/Build/Install** as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than **3:00 p.m., October 26, 2010**. Any questions concerning this Invitation to Negotiate should be directed to Mike Hernandez, Purchasing Administrator, Purchasing & Property Services: mahernandez@admin.usf.edu.

University of South Florida
Purchasing and Property Services
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000
usfweb.usf.edu/purchasing/purch2.htm
SUBMIT PROPOSAL TO:
UNIVERSITY OF SOUTH FLORIDA
PURCHASING AND PROPERTY SERVICES
4202 E FOWLER AVENUE AOC-200
TAMPA, FL 33620-9000
Telephone Number: Area Code 813 974-2481
Web Address: usfweb.usf.edu/purchasing/purch2.htm

INVITATION TO NEGOTIATE

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ITN WILL BE OPENED 3:00 P.M. October 26, 2010 and may not be withdrawn within 120 days after such date and time.

ISSUING DATE: October 8, 2010

ITN TITLE: Athletics Graphics Design/Build/Install

FEID NUMBER OR S.S. NUMBER

Delivery will be

Cash Discount Terms

VENDOR NAME

REASON FOR NOT SUBMITTING PROPOSAL

CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF $

VENDOR MAILING ADDRESS

POSTING OF PROPOSAL TABULATIONS

SEALING PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted as instructed shall be rejected. All proposals are subject to the conditions specified herein. ITN responses, which do not comply with specified conditions, may be rejected.

GENERAL CONDITIONS:

1. EXECUTION OF ITN: ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.

2. NO ITN PROPOSAL: If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it “NO ITN” and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier’s name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a “NO ITN,” and it must be received no later than the stated ITN opening date and hour.

3. ITN OPENING: Shall be public, on the date and at the time specified on the ITN form. It is the vendor’s responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.

(c) MISTAKES: Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor’s risk. In case of mistake in extensions the unit price will govern.

(d) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current stock and in proper condition and suitable for the service for which it is intended. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) INVOICING AND PAYMENT: The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor’s EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. VENDOR’S RIGHT TO PAYMENT: Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor’s payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order or contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor’s written request to the University, provided said request is received by the University no later than 40 days from the date shown on the covering check. The interest provision applies after a 30-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be imposed.

(f) ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the ITN shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either prior to, or in conjunction with or in contradiction of, the University’s bid solicitations, such additional terms and conditions shall be rejected. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier’s name from the ITN mailing list.

(g) ANNUAL APPROPRIATIONS: The University’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
7. MANUFACTURERS’ NAME AND APPROVED EQUIVALENTS: Any manufacturer’s name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition for the item(s). No proposal is acceptable which is based on any such name, trade name, brand name, information, or catalog number if its use is mandatory.

8. MEASUREMENTS: Customary measurements appearing in these specifications are not intended to imply preference for metric units. All such measurements must be based on equivalent products, indicating on the ITN form the manufacturer’s name and item number, vendor’s name and proposal number, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The University reserves the right to determine acceptance of any item(s) submitted and approved equivalent. The University reserves the right to reject a proposal if any such measurements are not based on equivalent products, and to cancel the contract at no further expense to the University.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item by the manufacturer, the vendor shall be the responsibility of the supplier to notify Purchasing and Property Services at once, in his letter the specific regulation which required an alteration. The University reserves the right to require the submission of any such changes with respect to the materials, processes, methods or equipment occasioned thereby, or to cancel the contract at no further expense to the University.

16. ADDITIONAL QUANTITIES: For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the rights are reserved to acquire additional quantities up to the amount of two percent (2%) in excess of the threshold for categories of $50,000 (5%) or more in the vendor’s firm or any of its branches.

17. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied and used with equipment or data not supplied by vendor or is based solely and exclusively upon the University’s alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend said claim. Failure to provide prompt written notification of a claim of copyright or patent infringement and failure to afford the vendor full opportunity to defend said claim may result in vendor being found in default in which event any and all reprocurement costs arising from the use of such design, device, or materials in any way involved in the work shall be in the amount equal to 10 percent of the requesting agency’s estimate of the contractor’s costs corresponding to the claim.

18. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contractor supplier shall be responsible for filling, processing and collecting all claims. However, to comply with the expedient handling of damage claims, the ordering agency will:

a) Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading and inspection report.
b) Report damage (Visible and Concealed) to the carrier and contractor supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until the carrier and the contractor supplier perform inspection.
d) Provide the contractor supplier with a copy of the carrier’s Bill of Lading and damage inspection report.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND TWO-PART BIDS ARE NOT AFFECTED WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

19. ADJUSTMENTS: All University agencies being advised not to do business with the proposed vendor until written approval is received from Purchasing and Property Services at once. Approval may be returned at any time prior to execution by the University.

20. CANCELLATION: The University reserves the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.
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Athletics Graphics Design/Build/Install

SECTION I: INTRODUCTION

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate an agreement for Athletics Graphics Design/Build/Install for the University’s Athletic District (referred to as “Athletic District”) as described herein. We invite proposals from qualified Vendors with products meeting the specifications below. Through this process the University desires to negotiate the best value agreement for the University.

SECTION II: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site http://usfweb.usf/purchasing/purch2.htm, are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. OPENING NOTE TO VENDORS

Vendor’s response to this Invitation to Negotiate shall be delivered to the Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida  33620-9000, no later than 3:00 P.M. on October 26, 2010 according to the official clock located in the University’s Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after 3:00 P.M. on October 26, 2010 may be rejected in the University’s sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments will not be accepted at any time via facsimile or electronic mail. At 3:00 P.M. on October 26, 2010, all timely ITN Proposals received will be opened and recorded.

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University’s Purchasing Department no later than 3:00 P.M. on October 26, 2010.

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: ITN Proposal No. 11-07-MH.

All proposals submitted must include our standard Invitation to Negotiate Form signed.
2. **INQUIRIES**

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the university by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and posted on the Purchasing Web site only.

Note: Vendors are responsible to insure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

3. **QUESTIONS ABOUT ITN - POINT OF CONTACT**

Any questions concerning this Invitation to Negotiate should be directed to Mike Hernandez, Purchasing Administrator, Purchasing & Property Services, AOC-200, via e-mail at mahernandez@admin.usf.edu by 5:00 p.m., October 20, 2010. Phone: (813) 974-8123.

4. **ADDENDA**

Purchasing & Property Services may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing & Property Services addenda is authorized as representing the University.

**Vendor’s failure to return any and all addenda may result in disqualification of that Vendor’s Invitation to Negotiate.**

**PLEASE NOTE:** It is solely the Vendor’s responsibility to check the USF Purchasing Web site at usfweb.usf.edu/purchasing/purch2.htm, forty-eight (48) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

5. **MEETINGS**

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, [USFWEB.USF.EDU/PURCHASING/PURCH2.HTM](http://USFWEB.USF.EDU/PURCHASING/PURCH2.HTM). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

6. **PARKING**

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is: [HTTP://USFWEB.USF.EDU/PARKING_SERVICES/](http://USFWEB.USF.EDU/PARKING_SERVICES/)

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7. **AWARD**

Vendor’s proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required products and service.

The award(s) shall be made by the University to the most responsive and responsible vendor whose final proposal is determined to be the most advantageous to the University taking into the evaluation criteria as set forth in the Invitation to Negotiate.

The University’s intent is to award on an “All-or-None Total Offer” basis.

8. **PROPOSAL TABULATION**

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request same by enclosing a self-addressed stamped envelope with their proposal. Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

9. **THE INVITATION TO NEGOTIATE PROCESS**

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

10. **EVALUATION CRITERIA**

Evaluation will be based on criteria identified in the Section III - Specifications. Any information a Vendor deems essential to the evaluation of the products/services offered, for which no provision is made in the ITN, should be clearly stated in the proposal. While the University reserves the right to request additional information or clarification from Vendors at any time in the process, Vendors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

11. **NEGOTIATION WITH VENDORS**

To identify vendors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION III for the purpose of identifying vendors for negotiation. The evaluation criteria does not necessarily determine the best value for the university or the award to be made.

Vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals allow vendors to match or exceed the offers
made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected vendors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Vendor(s) may be selected.

12. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Vendor and returned with the proposal in a sealed envelope. Vendor is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate form and all related pages are a legal document and cannot be altered by the Vendor in any way. Any alteration made by a Vendor may disqualify the proposal and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing & Property Services.

13. RIGHT TO NEGOTIATE

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Vendors that appear to have submitted proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

If for any reason a Vendor(s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Vendors that may lead to the issuance and award of a contract.

14. VENDOR’S RESPONSIBILITY

It is understood and the Vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

15. VENDOR’S EXPENSE

All proposals submitted in response to the ITN must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

16. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal—clearly mark as “original” and five (5) copies.
17. **PROPOSAL REJECTION**

The University shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

18. **OPEN COMPETITION**

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The Vendor’s signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

19. **ORAL PRESENTATION**

After ITN proposals have been opened, Vendors submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Vendor to clarify the proposal. Recorded oral presentations will be affixed to the Vendor’s ITN proposal and become part of the same as if originally submitted.

20. **MISTAKES**

Vendors must check their proposals for any errors. Failure to do so will be at the Vendor’s risk.

In the event a mistake results in the written request of a Vendor withdrawing any part of the proposal, the Vendor must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by Purchasing whose decision shall be final.

21. **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Vendor, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

22. **CANCELLATION**

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.
23. **FORCE MAJEURE**

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

24. **AVAILABILITY OF FUNDS**

The University’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

25. **PAYMENT**

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor’s payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University’s preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University’s vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

26. **FEID NUMBER**

Vendors MUST supply their Federal Employee Identification Number or Social Security number.

27. **W-9 FORM**

Vendors are required to complete and return the W-9 Form attached herein with their proposal response.

**NOTE:** The W-9 statement must be completed and signed before a contract can be approved.

28. **STANDARDS OF CONDUCT**

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential vendor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.
29. **AMERICAN WITH DISABILITIES (ADA)**

   The Vendor awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

   **NOTE:** If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Purchasing and Property Services at (813)974-2481 at least 5 working days prior to the scheduled event.

30. **PUBLIC RECORDS**

   Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120 or within ten (10) days after the proposal opening, whichever is earlier.

   The University reserves the right of unilateral cancellation for refusal by the Vendor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Vendor(s) in conjunction with this resulting contract.

31. **EQUAL OPPORTUNITY STATEMENT**

   The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

   A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.

   B. If the bidder expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.

   C. If the bidder expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

   D. If the bidder expects to receive $60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

32. **PUBLIC ENTITY CRIMES**

   Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted vendor list.
Athletics Graphics Design/Build/Install

33. **LOBBYING**

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.

34. **AFFIRMATIVE ACTION**

As a condition of this contract, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

35. **TAXES**

The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

36. **LICENSES**

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

37. **CERTIFICATION**

In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the University.

38. **INDEMNIFICATION**

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor’s officers, employees, agents and contractors, in connection with this Agreement.

39. **RELATIONSHIP OF PARTIES**

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.
40. TECHNOLOGY PROVIDED

The University’s expectation is that vendors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

41. PURCHASES BY OTHER UNIVERSITY ENTITIES

With the consent and agreement of the successful Vendor(s), purchases may be made under this ITN by University of South Florida Direct Support Organization and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

42. Minority Vendor Enterprises

Is your firm a “Minority Business Enterprise” defined as a business concern engaged in commercial transactions which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES __________  NO __________

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES __________  NO __________

The successful vendor(s) shall be required to supply monthly reports to the University of its payments to minority and women-owned businesses for goods and services provided in servicing the users of this Data Storage Equipment Contract. These monthly reports will be submitted directly to the Purchasing & Property Services, Office of Supplier Diversity to be utilized for the University’s Quarterly subcontractor reporting to the State of Florida.

Vendor shall provide with the proposal list of MBE suppliers and subcontractor.

43. Conditions and Provisions

USF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

44. FEDERAL DEBARMENT

By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

45. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their ITN the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose
the name of any University employee who owns, directly or indirectly, an interest of
five percent (5%) or more in the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the Vendor certifies
that to the best of his knowledge and belief no individual employed by him or
subcontracted by him has an immediate relation to any employee of the University who
was directly or indirectly involved in the procurement of said services. Violation of
this section by Vendor shall be grounds for cancellation of the Contract.

46. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to
contracts administered by the University pursuant to Section 120 F.S., shall post with
the University at the time of filing the formal written protest, a bond payable to the
University in an amount equal to 10 percent of the University's estimate of the total
volume of the contract or $10,000 whichever is less, which bond shall be conditioned
upon the payment of all costs which may be adjudged against him in the administrative
hearing in which the action is brought and in any subsequent appellate court
proceeding. For protest of decisions or intended decisions of the University pertaining
to requests for approval of exceptional purchases, the bond shall be in the amount
equal to 10 percent of the requesting agency's estimate of the contract amount for the
exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the
University may, in either case, accept a cashier's check or money order in the amount
of the bond. Failure to file the proper bond at the time of filing the formal protest
will result in a denial of the protest.

47. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES AND OTHER INTELLECTUAL PROPERTY

To the extent that intellectual property of Vendor will be sold or licensed as a part
of the products or services offered, the Vendor, without exception, shall indemnify and
save harmless the purchaser and its employees from liability of any nature or kind,
including cost and expenses for or on account of any copyrighted, patented, trademarked
or unpatented invention, process, or article manufactured or supplied by the vendor.

48. COMPLIANCE WITH LAWS

Vendor shall comply with applicable Federal, State, and local laws and regulations and
University Regulations and Policies with respect to its participation in the ITN
process. If Vendor receives an award as a result of the ITN, Vendor shall continue to
comply with the foregoing laws, regulations, and policies. If Vendor fails to comply
with the requirements of the proceeding sentences, the University, in its sole
discretion, may disqualify Vendor, or, if Vendor has been awarded a contract pursuant
to the ITN, the University, in its sole discretion, may determine that Vendor is in
default.

49. INSURANCE

a. The Vendor shall not commence any work in connection with this contract until
obtaining, at a minimum, all of the types of insurance enumerated below and having
such insurance approved by the University. The Vendor shall not allow any
subcontractor to commence work on its subcontract until all similar insurance
required of the subcontractor has been so obtained. All insurance policies shall be
with insurers qualified to do business in Florida. The Vendor shall furnish the
University proof of insurance coverage by certificates of insurance no later than
ten (10) days after Contract award. All required insurance policies shall name the
University of South Florida Board of Trustees, State Board of Governors and the
State of Florida as additional named insureds.

b. The Vendor must secure and maintain, during the life of this agreement, Worker's
Compensation Insurance for all of its employees connected with the work of this
project and, in case any work is sublet, the Vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.

c. The Vendor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Vendor and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Vendor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1. Commercial General Liability
   - Each occurrence $250,000
   - Each aggregate $500,000

2. Business Auto Liability Insurance
   - Combined Single limit $500,000

3. Umbrella or Excess Liability $1,000,000

d. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any vendor’s insurance policy. The payment of such deductible is solely the responsibility of the Vendor obtaining the insurance.
SECTION III: SPECIFICATIONS

1. BACKGROUND

The University of South Florida Athletics District currently consists of the USF Intercollegiate Athletics Building, USF Sun Dome Arena, The Corral (USF Volleyball Facility), USF Track & Field & Soccer Stadium, USF Soccer Practice Facility, USF Tennis Facility, and The Claw (USF Golf Facility)

The centerpiece facility for the Athletics District is the $15 million USF Intercollegiate Athletics Building. Built in 2004, the 104,000 square foot athletics building supports the needs of USF student-athletes both athletically and academically. The 10,000-square foot strength and conditioning center with state-of-the-art medical and strength equipment, gives the student athletes the venue to train and compete at the highest level. It serves as the home of over 400 USF student-athletes.

In the spring of 2010 the University commenced construction on a $33.5 million project to renovate and expand the Athletics District. The new facilities within the Athletic District will consist of the following:

USF Baseball and Softball Complex
Frank Morsani Football Complex
Pam and Les Muma Basketball Center
USF Soccer Stadium

Additionally, the Athletic Department is partnering with the University to create a Student Wellness and Nutrition Center. The new dining facility will include a student-athlete training table and will have an Athletics theme.

2. SCOPE OF WORK

The graphics package will contain a unique mix of graphics, photos, video and interactive components. The project will be broken into two groups. Group I will consist of new Athletic Facilities with an estimated budget of $415,000. Group II will consist of existing Athletic Facilities and the new Student Wellness and Nutrition Center with an estimated budget of $415,000. The project budget is subject to the availability of funds. The budget amount will be divided into certain areas of the Athletic facilities as described below. The University anticipates the timeline for installation will begin in January 2011 and the project will be complete by May 2011.

The University anticipates the areas of emphasis along with projected budget for each area will be as follows:
Athletics Graphics Design/Build/Install

Group I - Associated with New Construction/Facilities - USF Athletics District

Frank Morsani Football Practice Complex $50,000
(Estimated completion January 2011)
Baseball and Softball Complex $75,000
(Estimated completion February 2011)
Pam and Les Muma Basketball Center $250,000
(Estimated completion April 2011)
Soccer Stadium $40,000
(Estimated completion April 2011)

Group II - Associated with Existing Athletics Facilities and Joint Venture Campus Facility

Student Wellness & Nutrition Center $35,000
Intercollegiate Athletics Building $300,000
The Corral (Volleyball Facility) $40,000
Track & Field Stadium $20,000
Tennis Facility $10,000
Soccer Practice Facility $10,000

The allocation of estimated funds for each area of emphasis is subject to change based on recommendations of Contractors.

3. EVENT SCHEDULE (subject to change)

ITN Issued 10/08/2010
Pre-Proposal Conference 10/18/2010
Bidder’s Questions Due 10/20/2010
Response to Questions Posted 10/22/2010
Proposals Due/Bid Opening 10/26/2010
Bidder’s Presentations 11/01-11/04/2010
Negotiation 11/05-11/09/2010
Bid Awarded 11/10/2010
Installation to begin 01/2011

4. PRE-PROPOSAL CONFERENCE/VISUAL INSPECTION (USF map is included in this bid Document)

It is solely the vendor’s responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited, to possible interference from academic or other University activities. To aid you in becoming informed, the vendors or his/her designees may attend the pre-proposal conference being held in the 200 BIG EAST CONFERENCE ROOM on MONDAY, OCTOBER 18, 2010, promptly at 1:00 P.M. followed immediately by a one (1) time visual inspection tour. The address of the Intercollegiate Athletics building is 4202 E. Fowler Ave., ATH 100: Tampa FL 33620
Athletics Graphics Design/Build/Install

University representative(s) will be available at this time to answer questions related to this Invitation to Negotiate. Any suggested modifications may be presented, in writing to and/or discussed with the University's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation to Negotiate.

Please be aware that the Tampa campus has parking shortages. You will need to obtain a parking decal from the USF Visitor’s Information Center at 4202 E Fowler Ave prior to parking on the Tampa Campus. Please see Section II Special Conditions item #6 for more information.

5. PROPOSAL EVALUATION CRITERIA

1. Project approach; Includes Contractor’s creative vision for the graphics and the related displays in the facilities within the Athletic District.

2. Maximization of the products, materials, and services provided within the estimated budget.

3. Experience and Qualifications: Includes experience with other graphics projects of similar size and scope (i.e. experience with designing, building, and installing graphics in other Intercollegiate Athletic Facilities).

Specific Requirements

Contractors shall submit an initial written proposal by TUESDAY, OCTOBER 26, 2010. The proposal shall include the following:

1. Description of the Contractors creative vision for the graphics and the related displays in the specific Athletics Facilities.

2. Description of the Contractor experience and qualifications. The description should include but not be limited to the following:
   a. Detailed description and overview of the firm.
   b. Detailed organizational chart
   c. Qualifications and experience of proposed team members working on the project.
   d. List and explanation of all projects of similar nature, size and scope that have been completed by the firm. Include contact information consisting name, address, phone number, and email address of references for completed projects.

3. Detailed breakout of Contractors proposed fee structure within the estimated budget for the project. Breakout should include the cost of materials, labor, design fees, and other associate fees.
Athletics Graphics Design/Build/Install

Note: proposals should include a sample contract document to be executed.

6. BIDDER’S QUESTIONS

The deadline for all questions is 5:00PM WEDNESDAY OCTOBER 20, 2010. All questions must be submitted in writing via email to mahernandez@admin.usf.edu. Any questions submitted after this time may not be considered.

NOTE: To prevent your email from going to the Spam/Junk Filter, do not include attachments or images in email correspondence - all questions, comments, etc, should be in the body of the message not an attachment.

7. RESPONSE DATE FOR ALL QUESTIONS

The response date for all questions is FRIDAY, OCTOBER 22, 2010. Responses will be posted on the USF Purchasing Website by 5:00PM FRIDAY, AUGUST 22, 2010 and issued in the form of an Addendum. usfweb.usf.edu/purchasing/purch2.htm

8. BID OPENING

The Bid Opening & Tabulations is 3:00PM TUESDAY, OCTOBER 26, 2010. All bidder response packages for this Bid shall be delivered to University of South Florida, 4202 E. Fowler Ave, AOC 200, Tampa, Florida 33620-9000 no later than 3:00PM OCTOBER 26, 2010 according to the official clock located in USF's Purchasing Department. All persons attending bid/proposal opening shall be present on or before 3:00PM OCTOBER 26, 2010. No one will be admitted after 3:00PM.

9. BID RESPONSE (bid package in its entirety)

Bidder’s response to this Invitation to Negotiate shall be delivered to University of South Florida, 4202 E. Fowler Ave, AOC 200, Tampa, Florida 33620-9000 no later than 3:00PM OCTOBER 26, 2010 according to the official clock located in USF's Purchasing Department. USF shall not extend or waive this time requirement for any reason whatsoever. Bids or amendments to Bids that arrive after 3:00PM OCTOBER 26, 2010 will not be accepted or considered for any reason whatsoever. These bids will be returned unopened to the vendor. Telephone, including facsimile and e-mail and telegraphic bids and/or amendments to shall not be accepted at any time. At 3:00PM OCTOBER 26, 2010 all timely bids will be opened and recorded.

If Bidder elects to mail/ship in its bid package, the Bidder must allow sufficient time to ensure USF’s proper receipt of the bid package by the time specified above. Regardless of the form of delivery, it is the responsibility of the bidder to ensure that the bid package arrives at the USF Purchasing Department no later than 3:00PM OCTOBER 26, 2010.

Faxed or Emailed Submissions Are Not Accepted

10. BIDDER’S PRESENTATION

The University will determine a short list of potential bidder’s and these firms will be required to make an in person presentation. The presentation will be made in the BIG EAST CONFERENCE ROOM (Room 1000) of the USF Intercollegiate Athletics Building (ATH 100) during the following dates November 1-4, 2010. The Intercollegiate Athletic Building is located at 4202 E Fowler Ave., ATH 100; Tampa FL 33620. The schedule for the presentations will be made at a later date.
• CERTIFICATE OF NON-SEGREGATED FACILITIES

We, certify to the University of South Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

________________________________________
(NAME OF COMPANY)

Signature: ______________________________________

TITLE: __________________________________________

DATE: __________________________________________

21
SUBPART D - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders."

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order s the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.
Athletics Graphics Design/Build/Install

University of South Florida
Purchasing & Property Services
Request for Taxpayer Identification and Certification
(Substitute for IRS Form W-9)

Instructions:

1. Use this form only if you are a U.S. person (including U.S. resident aliens). If you are a foreign person, use the appropriate Form W-8.
2. Complete Part 1 by completing the one row that corresponds to your tax status.
3. Complete Part 2 by providing your Payment Remittance Address
4. Complete Part 3 if you are exempt from Form 1099 reporting.
5. Complete Part 4 by signing & dating form.

Part 1 – Tax Status: (complete ONLY ONE ROW of boxes)

<table>
<thead>
<tr>
<th>Individuals:</th>
<th>Individual’s Name: (first name, middle initial, last name)</th>
<th>Individual’s Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietor:</td>
<td>Business Owner’s Name: (REQUIRED)</td>
<td>Business Owner’s Social Security Number</td>
</tr>
<tr>
<td></td>
<td>(First Name) (Middle Initial)</td>
<td>OR Employer ID Number</td>
</tr>
<tr>
<td></td>
<td>(Last Name)</td>
<td></td>
</tr>
<tr>
<td>Partnership:</td>
<td>Name of Partnership:</td>
<td>Partnership’s Employer ID Number</td>
</tr>
<tr>
<td>Corporation, exempt charity or other entity:</td>
<td>Name of Corporation or Entity:</td>
<td>Employer ID Number</td>
</tr>
</tbody>
</table>

Part 2 – A. Ordering Address: (Address where Purchase Orders should be mailed)

______________________________________________________________________________

B. Payment Remittance Address: (Address where Payments should be mailed)

______________________________________________________________________________

C. Business Contact Information:

Business Phone # ____________________________ Contact Person ________________________
Business Fax # ____________________________ Contact Phone # ________________________
Business Website Address ____________________________ Contact Fax # ________________________

Part 3 – Exemption: If exempt from Form 1099 reporting, check here: AND circle your qualifying exemption reason below:

1. Corporation Except there is no exemption for medical and healthcare payments or payments for legal services.
2. Tax Exempt Tax Exempt Charity under 501(a) (includes 501(c)(3)), or IRA
3. The United States or any of its agencies or instrumentalities
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.
5. A foreign government or any of its political subdivisions.

Part 4 – Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b)
   I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Name of Person completing this form: ________________________________ Phone: (_______)
Title of Person completing this form: ________________________________ Address: ________________________________
Signature: ________________________________ Date: ___________ City: ________________________________ State: __________________________ ZIP: __________________________
E-Mail Address: ________________________________
Athletics Graphics Design/Build/Install

Small, Minority or Women-Owned Business?  __________YES  __________NO

If answered yes above, please circle classification that applies:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>SBA 8(a) Certification (please provide a copy of certificate with application)</td>
<td>African American (please provide a copy of certificate with application)</td>
<td>African American</td>
<td>Minority Board (51% or more Minority Board of Directors)</td>
</tr>
<tr>
<td>Small Disadvantaged Business Certification (please provide a copy of certificate with application)</td>
<td>Hispanic American (please provide a copy of certificate with application)</td>
<td>Hispanic American</td>
<td>Minority Employees (51% or more Minority Officers)</td>
</tr>
<tr>
<td>HUBZone Certification (please provide a copy of certificate with application)</td>
<td>Asian American (please provide a copy of certificate with application)</td>
<td>Asian American</td>
<td>Minority Community (51% or more Minority Community Served)</td>
</tr>
<tr>
<td>Veteran</td>
<td>Native American (please provide a copy of certificate with application)</td>
<td>Native American</td>
<td>Other- Non Profit</td>
</tr>
<tr>
<td>Service Disabled Veteran</td>
<td>American Woman (please provide a copy of certificate with application)</td>
<td>American Woman</td>
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<td>Vietnam Veteran</td>
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<td>Women Owned</td>
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<tr>
<td>Minority Owned Business</td>
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</tbody>
</table>

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.


- If you are using Federal Size Standards, please specify the codes used:
  NAICS Code: _______ Number of Employees: _____________ or Annual Amount: _______

- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida’s Eligibility criteria, please go the Office of Supplier Diversity’s website at: http://osd.dms.state.fl.us.
Part 3 – Purchase Order and Payment Preferences

By which delivery method do you prefer to receive purchase orders?
- Fax
- Postal mail

Payment Discount Terms:
- 2% Net 10
- Other: ____________________________

By which delivery method do you prefer to receive payment?
- Check
- Credit Card (USF Procurement Card)
- Electronic Funds Transfer (EFT)
  (To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

Part 4 – Signature

I certify to the best of my knowledge and belief, that the business or payee identified in this vendor application, and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency.

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit http://www.flsenate.gov/statutes).

Name of Person Signing Application _______________________________ Title _______________________________

Signature _______________________________ Date _______________________________
Addenda & Rescheduling Notification Form

IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THIS WEBSITE FORTY-EIGHT (48) HOURS BEFORE THE OPENING DATE OF THE BID/PROPOSAL TO VERIFY THAT THE BIDDER HAS RECEIVED ANY ADDENDA THAT MAY HAVE BEEN ISSUED.

TO BE NOTIFIED OF AN ADDENDUM OR RESCHEDULING OF AN OPENING DATE, PLEASE PROVIDE PURCHASING SERVICES WITH THE FOLLOWING INFORMATION:

VENDOR NAME________________________________________________________________________________

ITN NO. 11-07-MH

PHONE NO. _____________________________ FAX NO. ____________________________________

E-MAIL ADDRESS

________________________________________________________________

E-MAIL THIS FORM TO: PURCHASING SERVICES
ATTENTION: Mike Hernandez
E-Mail: mahernandez@admin.usf.edu
Athletics Graphics Design/Build/Install

Map to Intercollegiate Athletic Facility

<<< To I-275

Directions:

From I-75
Get off at the Fowler Avenue exit and head west. Turn right on Bull Run Drive (MOSI will be on your left). Bull Run Drive will intersect with Elm and the Intercollegiate Athletics Building is straight ahead to the left.

From I-275
Get off at the Fowler Avenue exit and head east. The University is about three miles from 275. Go past the main entrance to campus and then make a left at the next light (Bull Run Drive). Bull Run Drive will intersect with Elm and the Intercollegiate Athletics Building is straight ahead to the left.
DIRECTIONS TO
USF PURCHASING & PROPERTY SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, AOC 200
Tampa, FL 33620-9000
(813) 974-2481

1. Enter at the University’s main entrance off of Fowler Avenue.

2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for $5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). **NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parking illegally will receive a citation.**

3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard and get into the left-hand turn lane.

4. Turn left at the traffic light on to USF Alumni Drive. Get in the right-hand lane.

5. Proceed down USF Alumni Drive through the traffic light at Beard Drive. At the next traffic light, make a right turn onto USF Magnolia Avenue. Continue to the third traffic light (corner of USF Magnolia Drive and USF Holly Drive).

6. At the light, make a right turn on to USF Holly Drive until the road makes a left turn and becomes USF Palm Drive.

7. Stay in the right-hand lane and turn right again on USF Holly Drive. On your right, you will see the Crescent Hill Parking Garage. Daily/Visitor parking is available in the garage on levels 1-4. If no spaces are open in the garage, go back to Palm Drive, turn left at the traffic light (just after you pass the USF Credit Union on your right.) Daily/Visitor parking is available in Lots 20, 44 or 43 (outlined in red on the map provided). **DO NOT PARK IN LOTS 13 OR 13T ADJACENT TO THE ANDROS CENTER.**

8. Once parked, walk (along the dotted line on the map provided) to the Andros Classroom Building located on the east side of the Andros Center and to the south of the Andros Pool. (Follow the dotted line on the map provided.)

9. Use the stairs at the west entrance to the Andros Classroom Building. USF Purchasing & Property Services is located on the second floor.

**NOTE:** A campus map with vehicle and pedestrian routes highlighted is included with these instructions. **Do not forget to stop at the Campus Information Center to obtain a Daily parking permit prior to visiting Purchasing & Property Services.**